

EXHIBIT "H"

IRREVOCABLE PROXY

August 13, 2013

To: FCC, LLC d/b/a First Capital
3350 Riverwood Parkway, Suite 1750
Atlanta, Georgia 30339

The undersigned, MILLER AUTO PARTS & SUPPLY COMPANY, INC., a Delaware corporation (the "Undersigned"), hereby irrevocably grants to you, as the pledgee and holder of a security interest in 100% of the common stock of JOHNSON INDUSTRIES, INC., a Georgia corporation (the "Stock"), an irrevocable proxy with respect to the Stock to, upon the occurrence and during the continuance of a Default, as defined in that certain Loan and Security Agreement by and among the Undersigned, Johnson Industries, Inc., a Georgia corporation, Miller Auto Parts & Paint Company, Inc., a Delaware corporation, AutoPartsTomorrow.com, LLC, a Delaware limited liability company, and FCC, LLC d/b/a First Capital (as amended, modified, supplemented or replaced from time to time, the "Loan Agreement"), vote such Stock, to execute consents, waivers or releases with respect thereto, and to exercise all shareholder rights with respect to the Stock. After the occurrence and during the continuance of a Default in the indebtedness and liabilities secured by your security interest in the Stock beyond any applicable grace period or cure period, you may exercise all member rights with respect to the Stock as granted to you by this Irrevocable Proxy or as otherwise granted to you under any agreement, or at law or in equity, as the full proxyholder of the Undersigned with respect to the Stock.

This proxy is irrevocable and shall continue in full force and effect until all obligations of the Undersigned under the Loan Documents have been fully paid, and the obligations to loan funds to the Borrowers under the Loan Agreement have expired. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Loan Agreement.

[Signature on following page]

Witness the hand and seal of the Undersigned the day and year first above written.

MILLER AUTO PARTS & SUPPLY
COMPANY, INC., a Delaware corporation

By: RJ Kulamer
Name: Randolph J. Kulamer
Title: CEO

[CORPORATE SEAL]

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August 13, 2013

To: FCC, LLC d/b/a First Capital
3350 Riverwood Parkway, Suite 1750
Atlanta, Georgia 30339

The undersigned, MILLER AUTO PARTS & SUPPLY COMPANY, INC., a Delaware corporation (the “Undersigned”), hereby irrevocably grants to you, as the pledgee and holder of a security interest in 100% of the common stock of MILLER AUTO PARTS & PAINT COMPANY, INC., a Delaware corporation (the “Stock”), an irrevocable proxy with respect to the Stock to, upon the occurrence and during the continuance of a Default, as defined in that certain Loan and Security Agreement by and among the Undersigned, Johnson Industries, Inc., a Georgia corporation, Miller Auto Parts & Paint Company, Inc., a Delaware corporation, AutoPartsTomorrow.com, LLC, a Delaware limited liability company, and FCC, LLC d/b/a First Capital (as amended, modified, supplemented or replaced from time to time, the “Loan Agreement”), vote such Stock, to execute consents, waivers or releases with respect thereto, and to exercise all shareholder rights with respect to the Stock. After the occurrence and during the continuance of a Default in the indebtedness and liabilities secured by your security interest in the Stock beyond any applicable grace period or cure period, you may exercise all member rights with respect to the Stock as granted to you by this Irrevocable Proxy or as otherwise granted to you under any agreement, or at law or in equity, as the full proxyholder of the Undersigned with respect to the Stock.

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MILLER AUTO PARTS & SUPPLY
COMPANY, INC., a Delaware corporation

By: 
Name: Randolph J. Kulamer
Title: CEO

[CORPORATE SEAL]

IRREVOCABLE PROXY

August 13, 2013

To: FCC, LLC d/b/a First Capital
3350 Riverwood Parkway, Suite 1750
Atlanta, Georgia 30339

The undersigned, MILLER AUTO PARTS & SUPPLY COMPANY, INC., a Delaware corporation (the “Undersigned”), hereby irrevocably grants to you, as the pledgee and holder of a security interest in 100% of the membership interests of AUTOPARTSTOMORROW.COM, LLC, a Delaware limited liability company (the “Interests”), an irrevocable proxy with respect to the Interests to, upon the occurrence and during the continuance of a Default, as defined in that certain Loan and Security Agreement by and among the Undersigned, Johnson Industries, Inc., a Georgia corporation, Miller Auto Parts & Paint Company, Inc., a Delaware corporation, AutoPartsTomorrow.com, LLC, a Delaware limited liability company, and FCC, LLC d/b/a First Capital (as amended, modified, supplemented or replaced from time to time, the “Loan Agreement”), vote such Interests, to execute consents, waivers or releases with respect thereto, and to exercise all shareholder rights with respect to the Interests. After the occurrence and during the continuance of a Default in the indebtedness and liabilities secured by your security interest in the Interests beyond any applicable grace period or cure period, you may exercise all member rights with respect to the Interests as granted to you by this Irrevocable Proxy or as otherwise granted to you under any agreement, or at law or in equity, as the full proxyholder of the Undersigned with respect to the Interests.

This proxy is irrevocable and shall continue in full force and effect until all obligations of the Undersigned under the Loan Documents have been fully paid, and the obligations to loan funds to the Borrowers under the Loan Agreement have expired. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Loan Agreement.

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MILLER AUTO PARTS & SUPPLY
COMPANY, INC., a Delaware corporation

By: RJ Kulamer
Name: Randolph J. Kulamer
Title: CEO

[CORPORATE SEAL]